

This Indenture, made this Twenty fifth

day of

October

in the year of our Lord, one thousand eight hundred and ~~sixty two~~ by and between

Philo Sanford

of Boston

in the County of Suffolk

and Commonwealth of Massachusetts, of the one part, and

The Inhabitants of the Town of Southborough

in the County of Worcester

of the other part,

WITNESSETH, That the said Philo Sanford

~~does~~ hereby lease, demise, and let unto the said

Inhabitants of the Town of Southborough,

a certain Farm situated in the Southerly part of said Southborough, containing one hundred and eighty and one half acres, more or less, with two dwelling houses, Barn, and out buildings thereon, bounded westerly by land of the Concordville manufacturing company, northerly by land of Nathan Works, Sullivan Fay, Mason Whiting, Nathan Pidgeon and Thomas R. Caren, easterly by land of Mehitable Gaines and Josiah Cloys Junr., and William B. Albert & J. Wood, or others, the easterly line being the dividing line between the Towns of Ashland and Southborough, and southerly one hundred and fifty five rods and fifteen links by the Boston & Worcester Rail Road, and one hundred and eight rods, more or less, by Concord River.

The above premise being the same which the Town of Southborough conveyed to the aforesaid Philo Sanford by their Deed of even date with these presents.

TO HOLD for the term of five months ~~year~~ from the and six days from the date hereof, or until the first day of April next the said **Lessee** yielding and paying therefor ~~one~~ to the **Lessor** the ~~annual~~ rent of one dollar in advance dollars, payable on the first days of July, October, January, and April, by even and equal portions, the first payment to be made on the ~~day of~~ day of ~~next following the~~ date hereof.

And the said **Lessor** doth promise that, ~~while the Lessee and their~~ representatives ~~pay the rent and~~ perform the covenants herein named, they shall peaceably hold and enjoy said premises. And the **Lessor** hereby acknowledges the payment of the rent by the **Lessee** in advance.

And the said **Lessee** doth ~~promise to~~ pay the said rent at the time aforesaid; and promise

~~to quit and deliver up the premises to the Lessor or his~~ Attorney, peaceably and quietly, at the end of the term, in as good order and condition (reasonable use and wearing thereof, accidents by fire, and other injuries not happening through the fault or neglect of the **Lessee** excepted) as the same now are, or may be put into by the **Lessor**; and to pay taxes and duties levied or to be levied thereon during the term, and for such further time as the **Lessee** shall hold the same; and not make or suffer any waste thereof, assign, under-let, or make alterations, without the consent of the **Lessor**; and that the **Lessor** may enter to view and make improvements.

Provided, and on condition, that in case of the breach of any of the above covenants by the **Lessee**, ~~his~~ representatives or assigns, the said **Lessor** or those having his estate in the premises may lawfully at any time while such breach continues, enter upon said premises, and repossess the same as of their former estate and expel the **Lessee** and those claiming under ~~them~~ and remove ~~their~~ ~~his~~ effects (forcibly if necessary) without being guilty of trespass, or prejudicing any other remedies for arrears of rent, or breach of covenant.

Provided also, that in case the premises or any part thereof, shall, during said term, be destroyed or damaged by fire or other unavoidable casualty, then said rent, or a just and proportionate share thereof, according to the extent of the injury, shall be suspended until the said premises shall be restored to a proper condition for use, by the said **Lessor**.

IN WITNESS whereof, the said parties have hereunto set their hands and seals the day and year first above written.

Signed, Sealed, and delivered,
in presence of

O.S. Sanford witness to P.S.
Peter Day, witness, T.W.G.

P. Sanford
The Inhabitants of Southborough
by Wm Greenwood



Leasy
Philo Sanford
to
Inhabitants of Southbury
October 25 1852